No. 86-1176

Supreme Court, U.S.
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In The
Supreme Court of the United States
October Term, 1986

BRUCE LIPPO, d/b/a
"WALDEN-WOODFIELD SERVICE STATION,"
Petitioner,

v.

MOBIL OIL CORPORATION,
Respondent.

On Petition For Writ Of Certiorari
To The United States Court Of Appeals
For The Seventh Circuit

BRIEF OF RESPONDENT IN OPPOSITION

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30 pp

QUESTIONS PRESENTED

1. In an action under the Petroleum Marketing Practices Act, was the Appellate Court correct in affirming the District Court's grant of summary judgment upholding Mobil Oil Corporation's nonrenewal of plaintiff's franchise where Mobil presented uncontroverted evidence that its national rental policy was applied to plaintiff in a uniform nondiscriminatory manner and not as a pretext for nonrenewal?

2. Does the Seventh Circuit's interpretation of the Petroleum Marketing Practices Act, which is consistent with the interpretation of other courts and supported by the legislative history, adequately protect the interests of franchisees under the Act as intended by Congress?

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For The Seventh Circuit

BRIEF OF RESPONDENT IN OPPOSITION

Respondent, MOBIL OIL CORPORATION, prays that this Court deny the petition for writ of certiorari to review the Opinion and Judgment of the United States Court of Appeals for the Seventh Circuit entered October 7, 1986, requested by Petitioner, BRUCE LIPPO.

STATEMENT OF THE CASE

Bruce Lippo d/b/a/ Walden-Woodfield Service Station and Mobil Oil Corporation were parties to a gasoline service station franchise. The relationship was governed by a written franchise agreement and the Petroleum Marketing Practices Act ("PMPA"), 15 U.S.C. § 2801 *et seq.* (1978). The PMPA establishes minimum federal standards governing the nonrenewal of service station franchise relationships. Under the PMPA the following are grounds for nonrenewal of a franchise relationship:

> The failure of the franchisor and the franchisee to agree to changes or additions to the provisions of the franchise, if:
>
> (i) Such changes or additions are the result of determinations made by the franchisor in good faith and in the normal course of business; and
>
> (ii) Such failure is not the result of the franchisor's insistence upon such changes or additions for the purpose of preventing the renewal of the franchise relationship.

15 U.S.C. § 2802(b)(3)(A) (1978).

In early March, 1982, Mobil presented Lippo with proposed franchise documents for a three-year term beginning October 1, 1982. Lippo's current agreement ran until September 30, 1982, and would have automatically renewed unless Mobil gave notice of nonrenewal 180 days prior to the expiration of the term.[1] The proposed agreement increased Lippo's service station rent in accordance with Mobil's uniformly applied rental formula. Lippo refused to execute the proposed documents. On March 26, 1982, Mobil notified Lippo in writing that at the end of the existing contract term, September 30, 1982, Mobil would

---

[1] The PMPA provides that notice be given not less than 90 full days prior to the date on which nonrenewal takes effect. 15 U.S.C. § 2804 (1978). However, the contract between the parties provided for a 180 day notice period.

not renew its franchise relationship with Lippo. Mobil sent the notice because Lippo refused to agree to any changes or additions to his then current agreement.

On June 24, 1982, Lippo filed a two-count complaint against Mobil in the United States District Court for the Northern District of Illinois, Eastern Division, alleging, among other things, that Mobil's conduct violated section 102 of the PMPA, 15 U.S.C. § 2802 (1978).

The key element in the dispute between the parties was the determination of Lippo's GPC rent under the proposed contract. Lippo's proposed monthly rent was represented by the sum of two components: the Gasoline Profit Center component ("GPC") and the Alternate Profit Center component ("APC"). The GPC refers to the use of Mobil facilities for gasoline sales. The APC pertains to the use of Mobil facilities for repair work and sales of items other than gasoline.

On June 30, 1980, Mobil implemented a new nationwide rent program. Under this program, a Mobil dealer's GPC rent was established by the following formula:

(1) The Department of Energy (DOE) Base Period Volume for the dealer from November 1, 1977, through October 31, 1978, is ascertained.

(2) The dealer's actual gasoline sales for 1980 are determined.

(3) The larger of (1) or (2) is used as the "normal" volume for the dealer.

(4) Mobil then determines a projected gasoline profit margin based on present margins, personal observation, experience and good business judgment.

(5) The figure determined in (4) is multiplied by that determined in (3) to arrive at the dealer's projected gross profit from the sale of gasoline.

(6) The projected gross profit number is then "plugged into" a standard GPC Rent Schedule to determine the annual rental.

Lippo's DOE Base Period Volume was 1,283,725 gallons and his 1980 sales volume was 1,079,563 gallons. Under the Mobil formula the DOE figure was used. Lippo's projected profit margin for the GPC was formulated using present margins, personal observation, experience, and good business judgment and was determined to be 10.22 cents per gallon. Lippo operated a partial self-serve service station. His projected profit margin figure was comparable to those of all other Mobil partial self-serve service station franchisees in the Chicago area, and was slightly lower than Lippo's actual margin. Multiplying the projected profit margin by Lippo's DOE volume yielded a gross profit figure of $131,205. Based on Mobil's standard GPC Rent Schedule, Lippo's annual GPC rent would have been $25,963, or $2,163 per month.

Lippo argued that Mobil (1) calculated his projected GPC profit margin in a discriminatory manner; (2) failed to implement the proposed rent increase in accordance with Mobil's formula; and (3) failed to apply a new, more favorable rental calculation amendment that Mobil had implemented on March 8, 1982.

Mobil moved for summary judgment. Mobil argued that Lippo's GPC rent was calculated in strict accordance with Mobil's nationwide rental formula applicable to all Mobil franchised dealers and implemented in good faith and in the normal course of business.

The district court granted Mobil's motion for summary judgment as to Lippo's first claim that Mobil calculated his GPC profit margin of 10.22 cents in a discriminatory manner. The court found that with the exception of one dealer, the GPC profit margin for all of Mobil's Chicago area dealers with contracts dated March 8, 1982, or later, was in the 10.00 cents to 10.60 cents range. The one dealer who was treated differently, Fredenhagen, was an exclusively self-serve service station operator in a unique situation, whose special circumstances warranted a lower

GPC profit margin.

The court found that four Mobil dealers in the Chicago area were given "normal" volume adjustments in accordance with Mobil's nation-wide rent program. Two had the volume component of the rent formula adjusted upward, and two downward. In each instance where there was an adjustment, the dealers had requested the change due to special circumstances. The court noted that there was no evidence that Lippo ever requested an adjustment or submitted any evidence of special circumstance that would have warranted an adjustment.

Mobil filed a second motion for summary judgment on the two remaining issues. In this motion, Mobil demonstrated that the proposed rent increase was implemented in accordance with Mobil's formula. Lippo failed to introduce any contrary evidence and the court granted Mobil summary judgment on this issue.

As to Lippo's third assertion that a new, more favorable calculation instituted on March 8, 1982, should have been applied to him, the evidence revealed that Lippo's contract renewal package was prepared and discussed prior to March 8, 1982. Lippo offered no evidence to show that he was treated any differently from other dealers whose contract renewal calculations were prepared prior to March 8, 1982. Additionally, Mobil established that the resulting rent would have been the same under either calculation. Summary judgment was granted on September 11, 1985.

The court entered judgment in favor of Mobil and against Lippo on September 30, 1985. The United States Court of Appeals for the Seventh Circuit affirmed on October 7, 1986. Plaintiff's Petition for Rehearing was denied on November 14, 1986.

REASONS FOR OPPOSITION

I. THE LOWER COURTS ARE IN AGREEMENT REGARDING THE APPROPRIATE STANDARD FOR SUMMARY JUDGMENT UNDER THE PMPA AND THERE IS NO CONFLICT FOR THIS COURT TO RESOLVE.

The standard for determining whether a nonrenewal complies with the PMPA, making summary judgment appropriate, is whether changes or additions to the franchise were made in good faith, in the ordinary course of business and not simply as a pretext for nonrenewal. *Munno v. Amoco Oil Co.*, 488 F. Supp. 1114 (D. Conn. 1980).

The PMPA authorizes a court to examine Mobil's subjective purpose in proposing changes or additions to its franchise relationship with its dealers. The PMPA does not authorize an examination of the reasonableness of the proposed contractual changes. *Baldauf v. Amoco Oil Co.*, 553 F. Supp. 408, 411 (W.D. Mich. 1981), *aff'd*, 700 F.2d 326 (6th Cir. 1983). Congress specifically rejected such an objective standard:

> At this point it is appropriate to note that considerable debate has focused upon recognition of so-called "reasonable business judgments" of the franchisor as grounds for termination or nonrenewal. This standard has not been adopted by the committee. Instead, a two-fold test has been utilized to judge certain specified determinations including that of market withdrawal.
>
> One test is whether the determination was made "in good faith". This good faith test is meant to preclude sham determinations from being used as an artifice for termination or nonrenewal. The second test is whether the determination was made "in the normal course of business". Under this test, the determination must have been the result of the franchisor's normal decisionmaking process. These tests provide adequate protection of franchisees from arbitrary or discriminatory termination or non-renewal, *yet*

avoid judicial scrutiny of the business judgment itself. (emphasis added.)

S. Rep. No. 731, 95th Cong., 2d Sess. 37, *reprinted in* 1978 U.S. Code Cong. & Ad. News, 873, 895-96; *see also Valentine v. Mobil Oil Corp.*, 614 F. Supp. 33, 38 (D.C. Ariz. 1984), *aff'd*, 789 F.2d 1388 (9th Cir. 1986); *Svela v. Union Oil Company of California*, No. 85-4215, slip op. at 16 (9th Cir. Jan. 13, 1987). Congress recognized "the importance of providing adequate flexibility so that franchisors may initiate changes in their marketing activities to respond to changing marketing conditions and consumer preferences." S. Rep. No. 731, 95th Cong., 2d Sess. 19, *reprinted in* 1978 U.S. Code Cong. & Ad. News, 873, 877.

The courts have uniformly held that so long as changes in the terms of the franchise are not applied selectively or discriminatorily and are not simply used as a pretext for nonrenewal, the franchisor has complied with the requirements of the PMPA and summary judgment is appropriate. *Baldauf*, 553 F. Supp. at 412; *Siecko v. Amerada Hess Corp.*, 569 F. Supp. 768 (E.D. Pa. 1983); *Meyer v. Amerada Hess Corp.*, 541 F. Supp. 321, 331 (D. N.J. 1982); *Munno*, 488 F. Supp. at 1118-21. Throughout the federal courts the same standard for summary judgment under the PMPA has been applied and thus there exists no conflict for this court to resolve.

II. THE INTERESTS OF THE FRANCHISEE ARE ADEQUATELY PROTECTED BY THE LOWER COURT'S ANALYSIS AND APPLICATION OF THE PMPA.

The decision below is consistent with the PMPA, and affords exactly the protection from arbitrary or discriminatory termination or nonrenewal that the Act was meant to ensure. Where the franchisor has applied a nationwide rental policy in a uniform manner to all franchisees, the court will grant summary judgment. *Meyer*, 541 F. Supp. at 331-32. It does not matter that the

effect of such a policy produces harsh results. *Munno*, 488 F. Supp. at 1117.

In *Munno*, a dealer brought an action challenging the franchisor's refusal to renew his lease on the ground that the franchisor was insisting upon an unreasonable rent. The court recognized that the rent formula employed by the defendant could arguably "produce harsh results" as applied to that plaintiff, whose proposed rent increased 200%-300% over the old rent. Nevertheless, Judge Blumenfeld granted summary judgment for the defendant, holding that the PMPA was violated only if the defendant franchisor possessed subjective bad faith:

> In essence, then, the legislative history [of the PMPA] suggests that courts have been directed to look to the franchisor's intent rather than to the effect of its actions. If it is only using proposed changes to the lease to disguise an illegal attempt to discriminate against the franchisee and thereby drive him from business, the court is empowered to interfere. If, on the other hand, a good faith application of a rent formula operates unreasonably in a particular case, the dictates of the market place alone will govern the transaction. This interpretation is completely in accord with the perceived abuse which Congress sought to rectify.

Munno, 488 F. Supp. at 1119.

Other courts have confirmed that the PMPA authorizes only a limited inquiry into the subjective good faith of a franchisor in proposing new terms and conditions of the franchise. *Ferriola v. Gulf Oil Corp.*, 496 F. Supp. 158, 162 (E.D. Pa. 1980), *aff'd*, 649 F.2d 859 (3d Cir. 1981); *Pearman v. Texaco, Inc.*, 480 F. Supp. 767, 772 (W.D. Mo. 1979); *Kesselman v. Gulf Oil Corp.*, 479 F. Supp. 800 (E.D. Pa. 1979), *aff'd*, 624 F.2d 1090 (3d Cir. 1980).

Here the petitioner incorrectly presumes that Congress intended to provide the maximum amount of protection to franchisees without regard to the poten-

tial cost to franchisors. The legislative history, however, reveals a sensitivity to the legitimate needs of both franchisees and franchisors.[2] As pointed out by the United States Court of Appeals for the Ninth Circuit, the PMPA was a product of compromise that "affords franchisees important but limited procedural rights, while allowing franchisors significant latitude in responding to changing market conditions." *Valentine v. Mobile Oil Corp.*, 789 F.2d 1388, 1390 (9th Cir. 1986); *See also Brach v. Amoco Oil Co.*, 677 F.2d 1213, 1223 (7th Cir. 1982).

The legislative history and judicial interpretations of the PMPA demonstrate that Congress chose to avoid burdening the federal courts with the task of arbitrating rent disputes between oil companies and their franchised dealers. Petitioner's interpretation of the PMPA would afford every nonrenewed franchisee a jury trial in the federal district court on the reasonableness of the franchisor's business judgment leading to that nonrenewal. This is exactly what the drafters of the PMPA sought to avoid.

The decisions of the lower courts uniformly agree that summary judgment is appropriate when a franchisor's policy is applied in a uniform, nondiscriminatory and nonarbitrary manner because this standard provides the

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[2] *See, e.g.*, S. Rep. No. 731, 95th Cong., 2d Sess. 19, *reprinted in* 1978 U.S. Code Cong. & Ad. News, 873, 877.

> Legislation in this subject area requires recognition of the legitimate needs of a franchisor to be able to terminate a franchise or not renew a franchise relationship based upon certain actions of the franchisee, including certain failures to comply with contractual obligations or upon certain changes in circumstances. Particularly important is that legislation dealing with this subject recognize the importance of providing adequate flexibility so that franchisors may initiate changes in their marketing activities to respond to changing market conditions and consumer preferences.

franchisee with the protections intended by Congress under the Act. The judicial interpretations of the PMPA and its legislative history are consistent; there is no need for clarification or resolution of any conflict by this court.

III. THE COURT BELOW APPLIED THE APPROPRIATE STANDARD FOR SUMMARY JUDGMENT.

Petitioner argues that the court below ignored the standard appropriate for summary judgment. The Seventh Circuit clearly articulated and applied the appropriate standard for summary judgment. The Court noted:

> Summary judgment should not be substituted for a trial on the merits. Instead, summary judgment is proper and will be upheld on appeal when the pleadings and supporting papers in the record demonstrate that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c). The movant for summary judgment bears the burden of establishing the absence of a genuine issue of material fact and the entitlement to judgment as a matter of law. *E.g., Yorger v. Pittsburgh Corning Corp.*, 733 F.2d 1215, 1218 (7th Cir. 1984). All doubts are to be resolved against the movant. The non-moving party's reasonable allegations are to be accepted as true for purposes of summary judgment. *E.g., United States v. Diebold, Inc.*, 369 U.S., 655 (1962).

Petitioner's Appendix at 4a.

The District Court and the Seventh Circuit, reviewing the evidence, properly resolved all doubts against Mobil, accepted all of Lippo's reasonable allegations as true and determined that there was no genuine issue of material fact that Mobil applied its national rental policy to Lippo in a uniform manner, in good faith, in the regular course of business and not as a pretext for nonrenewal.

Lippo, however, maintains that, despite being treated identically to all other similarly situated dealers but one,

Fredenhagen, he should have been treated the same as Fredenhagen. Lippo argues that his being treated differently than Fredenhagen is evidence of discriminatory intent. The District Court found:

> Though it appears that plaintiff's attorney has examined the files of most or all of the Mobil dealers in the Chicago area, plaintiff argues that he was treated differently from only one other dealer, Donald Fredenhagen . . . Defendant's evidence with respect to Fredenhagen, which plaintiff has not rebutted, shows that Fredenhagen is not situated similarly to plaintiff. Thus, plaintiff's showing that Fredenhagen was treated differently from him does not constitute evidence of discriminatory treatment actionable under the PMPA.

Petitioner's Appendix at 18a-19a.

The Appellate Court, affirmed, stating:

> We agree with the district court's conclusion, however, that Lippo and Fredenhagen were not similarly situated . . . . Thus, Fredenhagen's dissimilar treatment does not constitute evidence of discriminatory treatment actionable under the PMPA.

Petitioner's Appendix at 8a.

More important for purposes of summary judgment, Lippo has failed to present any evidence that Mobil applied its national rental policy to him in a discriminatory manner, in bad faith, or as a pretext for nonrenewal.

Petitioner, in his brief, states that he only asks whether Mobil selectively applied its rent program to discriminate against him. (Petitioner's Petition at 9.) That is precisely the question addressed by the District and Appellate Courts. Lippo failed to produce any evidence at all that Mobil applied its policy in anything but a uniform manner or as a pretext for nonrenewal. When the terms of a rental policy are applied without discrimination to all dealers, it indicates that there is no intent to cause the

termination or nonrenewal of that franchise. *Meyer*, 541 F. Supp. at 330. When the undisputed facts establish that a franchisor applied its rent formula in the normal course of business uniformly, without discrimination, summary judgment is appropriate. *Id.* at 331.

Under these circumstances the Petitioner has failed to show that the Seventh Circuit departed from the accepted and usual course of judicial proceedings or that it sanctioned such a departure by the District Court. There are no special or compelling reasons for issuance of a writ of certiorari.

CONCLUSION

For all the foregoing reasons, Respondent, Mobil Oil Corporation, request this Court deny Bruce Lippo's Petition for Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit.

Respectfully submitted,

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APPENDIX

LIST OF ALL PARENT, SUBSIDIARIES AND AFFILIATES OF RESPONDENT PURSUANT TO SUPREME COURT RULE 28.1

Respondent, Mobil Oil Corporation is a wholly owned subsidiary of Mobil Corporation which is publicly held. Listed below are the affiliates and subsidiaries of Mobil Corporation, Mobil Oil Corporation, and their affiliates and subsidiaries which are or may be publicly held. For purposes of this list, only companies in which a five percent (5%) or greater interest is held are considered.

NAME OF COMPANY

Abu Dhabi Petroleum Company Limited
Ace Polymer Co., Ltd.
Adria-Wien Pipeline Gesellschaft m.b.H.
AIMCO (ALPHA) Shipping Company
AIMCO Holdings Limited
AIMCO (OMEGA) Shipping Company Ltd.
Aircraft Fuel Supply B.V.
Airtankdienst Koln
AK Chemie GmbH
AK Chemie GmbH & Co. KG
Akauma Rekisei Kogyo Kabushiki Kaisha
Alexandroupolis Petroleum Installation S.A.
Allied Asphalts Limited
Alpa Alet Ve Dayanikli Tuketim Mamulleri Pazarlama A.S.
Altona Petrochemical Company Limited
Alyeska Pipeline Service Company
Ammenn GmbH
Ankara Gaz Satis Anonim Sirketi
Arabian American Oil Company
Arabian Energy Company Limited, The
Arabian International Maritime Company Limited
Arabian International Maritime Company
The Arabian Petroleum Supply Company (S.A.)
Arabian Shipping & Trading Company S.A.

Arabian Trading Company S.A.
Aral Aktiengesellschaft
A/S Fjellvegen
The Associated Octel Company Limited
Associated Octel Company (Plant) Limited
ATAS-Anadolu Tasfiyehanesi Anonim Sirketi
Atlas Sahara S.A.
Australian Synthetic Rubber Company Limited
Autobahn-Betriebe Gesellschaft m.b.H.
Aviation Fuel Services Limited
Aygaz Anonim Sirketi
B.V. Beheersmaatschappij MOBEM
Bayerische Erdgasleitung GmbH
Bin Sulaiman Mobil Towers
Bayerische Mineral Industrie A.G.
Beer GmbH
Beer GmbH & Co. Mineralol-Vertriebs - KG
Bosques Nacionales, Ltda.
Bow Fortune S.A.
Bow Spring Shipping S.A.
Bow Star S.A.
Bow Sun S.A.
Brussels Airfuels Service S.C.
Buffalo River Improvement Corporation
Canner's Steam Company, Incorporate
Cansulex Limited
Canyon Reef Carriers, Inc.
Cartoenvases Valencia, S.A.
Carton De Colombia, S.A.
Carton De Venezuela, S.A.
Cartones Nationales, S.A.
CAS (Combined Automation Systems) B.V.
Celmisia Shipping Corporation
Celulosa y Papel de Colombia, S.A.
Central African Petroleum Refineries (Pvt) Limited
Central Kagaku Kabushiki Kaisha
Cercera S.A.

Changi Airport Fuel Hydrant Installation Pte. Ltd.
Chuo Nenryo Gas Kabushiki Kaisha
Colombianos Distribuidores de Combustibles, S.A. (CODI)
Colonial Pipeline Company
Comet-Brennstoffdienst GmbH
Commercial Polymers Pty. Ltd.
Commodore Maritime Company, S.A.
Compagnie Africaine de Transport Cameroun
Compagnie D'Entreposage Communautaire
Compagnie Rhenane de Raffinage
Compagnie Senegalaise des Lubrifiants (C.S.L.)
Compania Colombiana de Empaques Bates, SSA
Compania Colombiana De Forestacion, S.A.
Compania de Lubricants de Chile Limitada (Copec-Mobil Ltda.)
Compania Mexicana de Especialidades Industriales, S.A. de C.V.
Consortium Raymond Duez
Cook Inlet Pipe Line Company
Corrugadora de Carton, S.A.
Cyprus Petroleum Refinery Limited
D. Muhlenbruch GmbH
D. Muhlenbruch GmbH & Co. KG
Dai Nippon Jushi K.K.
Dearborn Land Company
De. Ba. S.p.A. - Industria Petrolifero Deposito di Bari
Depot Petrolier de Mourepiane
Depot Petrolier du Gresivaudan
Depot de Petrole Cotiers
Depots Petroliers de La Corse (DPLC)
Deutsche Pentosin-Werke GmbH
Deutsche Transalpine Oelleitung GmbH
Dicomi S.r.l.
Dixie Pipeline Company
Dukhan Services Company

East Japan Oil Development Company Ltd.
Eastern Lease Company Ltd.
East Texas Salt Water Disposal Company
Emoleum (Asphalts) Limited
Energas S.r.l.
Entrepot Petrolier de Chambery
Entrepot Petrolier de Dijon
Entrepot Petrolier de Mulhouse (E.P.M.)
Entrepot Petrolier de Nancy
Entreprise Jean Lefebvre
Erdgas-Verkaufs-Gesellschaft mbH
Erdoel-Lagergesellschaft mbH
Erdoel-Raffinerie Neustadt GmbH & Co. oHG
Erdoelbetrieb Reitbrook
Establissments Bouthenet
Europetrol S.p.A.
Faavang Autoverksted A/S
FACEL
Fairwind Maritime Company, S.A.
Felix Oil Company
Fibil, S.A.
Fibras Internacionales de Puerto Rico, Inc.
Filtros De Costa Rica S.A.
Frome-Broken Hill Company Proprietary Limited
Fruehmesser Mineraloelhandels GmbH & Co. KG
Fruehmesser GmbH
Fuso Operatins Kabushiki Kaisha
Futuro Enterprises (Christchurch) Ltd.
Futuro Homes (N.Z.) Ltd.
Gatwick Refueling Services Limited
Gaz Aletleri Anonim Sirketi
Geomines-Caen
Geovexin
Ghana Bunkering Services Limited
Goteborgs Branslesortering AB
Groupement Immobilier Petrolier G.I.P.
Groupement Petrolier Aviation G.P.A.

Groupement Petrolier De Brest (GPB)
Handelmaatschappij Hugenholtz & Co. B.V.
Haniel Handel GmbH
H. van der Heijden Service Stations B.V.
Heizoel-Handelsgesellschaft mbH
Hellas Gas Storage Company S.A.
Hormoz Petroleum Company
Hydranten-Betriebs-Gesellschaft, Flughafen Frankfurt
Imbert G. Distribution De Produits Petroliers
Inmunizadoras Unidas, S.A.
Industria De Carbon Del Valle Cauca, S.A.
Industria Interamericana De Filtros Ltda.
(INTERFIL)
Iranian Oil Participants Limited
Iranian Oil Services (Holdings) Limited
Iranian Oil Services Limited
Iraq Petroleum Company, Limited
Iraq Petroleum Pensions Limited
Iraq Petroleum Transport Company Limited
Iside, S.p.A.
Istanbul Petrol ve Makine Yaglari Limited Sirketi
Italoil S.p.A.
Japan Airport Fueling Service Co. Limited
J.E.C.O.P.
K.K Sankyo Plastics
K.K. Toresen
Kansai Petro Terminal Co., Ltd.
Kanto Kygnus Sekiyu Hambai K.K.
Karl Storz Gmbh & Co. KG
Kawasaki Kygnus Sekiyu Hambai Kabushiki
Kaisha
Keihin Kygnus Sekiyu Hambai Kabushiki Kaisha
Keiyo Sea-Berth Company, Limited
Kettleman North Dome Association
Klaus Koehn GmbH
Kaus Koehn GmbH & Co. Mineraloel KG
Kobe Port Service Kabushiki Kaisha

Kurt Ammenn GmbH & Co. K.G.
Kygnus Ekika Gas Kabushiki Kaisha
Kygnus Kosan Kabushiki Kaisha
Kyokyto Petroleum Overseas, Ltd.
Kyokuto Sekiyu Kogyo Kabushiki Kaisha
Leporati S.p.A.
Les Supremarches De Cote D'Ivoire
Likit Petrol Gazi ve Yakit Ticaret A.S.
Lubland Limited
Lubricantes del Sur, S.A.
Marceaux & Cie
Matco Tankers (U.K.) Limited
Maury Manufacturing Company, Inc.
Mediterranean Refining Company
Meentzen & Franke GmbH & Co.
Mertl GmbH
Mineralol-Handels-Gesellschaft Mbh
Mobil Atlas Sociedad Anonima de Capital Variable
Mobil Catalysts Corporation of Japan
Mobil Comercio, Industria e Servicos Ltda.
Mobil Gaz-Mobil Petrol Gazlari Anonim Sirketi
Mobil Korea Lube Oil Industries Inc.
Mobil Motor Rest AG
Mobil Nile Oil Company
Mobil Oil Gabon
Mobil Oil Ghana Limited
Mobil Oil Maroc
Mobil Oil Nigeria Limited
Mobil Oil Nord-Africaine
Mosul Petroleum Company Limited
Motel Rest SA
Mt. Marrow Blue Metal Quarries Pty.
Near East Development Corporation
New Zealand Refining Company Limited, The
New Zealand Synthetic Fuels Corp. Ltd.
New Zealand Synthetic Fuels (Housing)
Corporation Limited

Nichimo Oil (Bermuda) Co., Ltd.
Nichimo Sekiyu Seisei Kabushiki Kaisha
Nippon Unicar Company Limited
Norddeutsche Erdgas-Aufbereitungs GmbH
Nottingham Gas Limited
Nuova Europetrol S.p.A.
N.V. Rotterdam-Rijn Pijpleiding Maatschappij
N.V. Socony-Standard-Vacuum Oil Company
Occidental de Empaques, Ltda.
Octel Associates
Octel S.A.
Oilkol (Proprietary) Limited
Oil Service Company of Iran (Private Company)
Oldenburgische Erdoel Gesellschaft mit beschrankter Haftung
Olympic Pipe Line Company
Osage Pipe Line Company
P.T. Arun Natural Gas Liquefaction Company
P.T. Berau Coal
P.T. Stanvac Indonesia
Paloma Pipe Line Company
Papelera Aragua, S.A.
Pars Investment Corporation
Paul Harling Mineralole Gmbh & Co. KG
P.6 – Groep B.V.
Peace Pipe Line Ltd.
Perretti Petroli S.p.A.
Petrocab
Petrogas Processing Ltd.
Petroleum Refineries (Australia) Proprietary Limited
Petroleum Services (Middle East) Limited
Petroleum Tankship Company Inc.
Petrol Fuel S.p.A.
Petrolrif S.p.A.
Petromin Lubricating Oil Company
Petromin Lubricating Oil Refinery Company

Pet[illegible]in-Mobil Yanbu Refinery Company Ltd.
Pipe Line Banal de La Goulette
Plegadizos para la Industria S.A.
Poly Oil Chimie (P.O.C.)
Products Derivados de la Sal, S.A.
Progas Limited
Qualbank, Inc.
Rainbow Pipe Line Company, Ltd.
Reforestadora Andina, S.A.
Reforestadora del Cauca, S.A.
Rhodes Petroleum Installation S.A.
Rivers Court Estates, Limited
Road Binders (Proprietary) Limited
Rohol-Aufsuchungs Gesellschaft mbH
Rundel Mineralolvertrieb GmbH
Samarco (Alpha) Shipping Company
Samarco (Beta) Shipping Company
Santa Clara Waste Water Company
Sanwa Kasei Kogyo Kabushiki Kaisha
Sarni S.p.A.
Saudi Arabian Maritime Company
Saudi Can Company, Ltd., The
Saudi Chemical Industries Company Limited
Saudi Maritime Company Ltd.
Saudi Tankers Limited
Saudi Yanbu Petrochemical Company
Schubert Kommanditgesellschaft
Segher de Mexico, S.A. de C.V.
Seibu Kygnus Sekiyu Hambai Kabushiki Kaisha
SENERCO
Seram Societa per Azioni (S.p.A.)
Sierra Leone Petroleum Refining Company Limited, The
Sociedad Calle 67, Ltda.
Sociedad Forestal Cafeteria del Valle del Cauca, S.A.
Societa Italiana per l'Oleodotto Transalpino, S.p.A.

Societe Africaine de Raffinage
Societe Alfred Ott & Cie
Societe Belge de Transport par Pipleline S.A.
Societe Bretonne De Distribution De Produits Petroliers (So. Bre. Dis.)
Societe Camerounaise des Depots Petroliers (S.C.D.P.)
Societe Camerounaise Equatoriale De Fabrication De Lubrifiants "S.C.E.F.L."
Societe Civile de Mustapha
Societe Civile Immobiliere de Construction de 34 Avenue du General Leclerc a Boissy-St-Leger
Societe Civile Immobiliere de Construction "La Residence Brune"
Societe Civile Immobiliere du 10 Bd. de la Republique A La Garenne-Colombes
Societe Civile Immobiliere Kleber-Etoile
Societe Civile Immobiliere La Fontaine Saint Lucien
Societe Dahomeenne d'Entreposage de Produits Petroliers
Societe d'Armement Fluvial et Maritime "SOFLUMAR"
Societe de Construction & de Gestion CB 12
Societe de Distribution Castelroussine (SODICA)
Societe de Gaz D'Oceanic (SOGADOC)
Societe de Gestion des Stocks Petroliers de Cote D'Ivorie
Societe de Manutention de Carburants Aviation (S.M.C.A.)
Societe de Manutention de Carburants Aviation Dakar-Yoff
Societe de Manutention de Carburants Aviation de Tahiti (SOMCAT)
Societe de Materialx d'Etancheite Pour Le Entreprises (Melpe)
Societe d'Entreposage de Bobo-Dioulasso (S.E.B.)

Societe d'Entreposage d'Hydrocarbures de Bingo (SEHBI)
Societe d'Entreposage de San Pedro (SESP)
Societe d'Entreposage Petrolier au Burundi
Societe d'Habitations a Loyer Modere de la Seine Maritime
Societe des Bitumes et Cut-Backs du Cameroun
Societe Des Huiles Lemahieu
Societe du Pipe-Line Sud-Europeen
Societe Francaise Stoner-Mudge
Societe Gabonaise d'Entreposage de Produits Petroliers
Societe Gabonaise de Raffinage
Societe Industrielle des Asphaltes et Petroles de Lattaqie (Syrie) S.A.
Societe Ivoirienne de Fabrication de Lubrifiants (S.I.F.A.L.)
Societe Ivoirienne de Raffinage
Societe Mauritanienne d'Entreposage de Produits Petroliers
Societe Malienne D'Entreposage (SME)
Societe Nationale de Raffinage (Sonara)
Societe Nouvelle pour l'Epuration des Huiles de Transformateurs - Septra
Societe Pizo De Formulation De Lubrifiants (PIZOLUB)
Societe Tahitienne de Depots Petroliers
Societe Tchadienne D'Entreposage de Produits Petroliers
Societe Togolaise d'Entreposage (STE)
Sonarep (South Africa) (Proprietary) Limited
SONEX
South African Oil Refinery (Proprietary) Limited
South Saskatchewan Pipe Line Company
Statfjord Transport A.S.
Sydney Metropolitan Pipeline Pty. Ltd.
System Plaza Inc.

T.R. Miller Mill Company, Inc.
Tankbau Gmbh
Tanklagergesellschaft Koln-Bonn
Tecklenburg GmbH
Tecklenburg GmbH & Co. Energiebedarf K.G.
Thailand Lubricant Products Limited
Thailand Solvent Products, Ltd.
Thums Long Beach Company
T. M. Duche Co., Inc.
Toa Nenryo Kogyo Kabushiki Kaisha
Tohko Plastics Co., Ltd.
Tonen Energy International Corp.
Tonen Maintenance Kabushiki Kaisha
Tonen Sekiyu Kagaku Kabushiki Kaisha
Tonen Tanker Kabushiki Kaisha
Tonen Technology Kabushiki Kaisha
Total Centrafricaine de Gestion (TOCAGES)
Toyoshina Film Co., Ltd.
Tradewind Maritime Co., S.A.
Transalpine Finance Holdings S.A.
Transalpine Oelleitung in Oesterreich Gessellschaft m.b.H.
Trans-Arabian Pipe Line Company
Transgas Umschlags-Lager-Und Transport Gesellschaft MbH
Turkish Petroleum Company Limited
Twifo Oil Palm Plantations Ltd.
UBAG Unterflur Betankungsanlage Flughafen Zurich
Union Grafica, S.A.
United Kingdom Oil Pipelines Limited
W.A.G. Pipeline Pty. Ltd.
Wako Kasei Kabushiki Kaisha
Wakohjushi Kabushiki Kaisha
Walton, Gatwick Pipeline Company Limited
Werner Weidemann Mineraloelvertrieb G.m.b.H.
Western Platinum Ltd.

West London Pipeline & Storage Limited
West Shore Pipe Line Company
Wilhelm Mertl GmbH & Co. KG
Wiri Oil Services Limited
Wolverine Pipe Line Company
WSG, Warmeservice Gmbh
Wyco Pipe Line Company
Wymondham Oil Storage Co., Limited
Zaire Mobil Oil
Zaire Services Des Enterprises Petrolieres